



Paula J. Schauwecker
15th Floor
477 Madison Avenue
New York, NY 10022-5802
Direct: (212) 702-5407
Fax: (212) 702-5450
pschauwecker@bdlaw.com

July 28, 2017

VIA ECF & FACSIMILE (212-805-6737)

Honorable George B. Daniels
United States District Court
Southern District of New York
500 Pearl Street, Room 1310
New York, New York 10017

JUL 31 2017 The conference is adjourned to
October 17, 2017 at 9:45 a.m.
George B. Daniels
HON. GEORGE B. DANIELS

Re: *Lockheed Martin Corp. v. Glencore Ltd.*,
Case No. 15-cv-03636 (GBD)
Request for Entry of Briefing Schedule and Adjournment of August 1
Court Conference

Dear Judge Daniels:

This firm represents plaintiff Lockheed Martin Corporation (“Lockheed Martin”) in the above-referenced action. I write to advise the Court as to the status of the litigation, to request entry of a briefing schedule for Lockheed Martin to make a motion seeking leave to amend its complaint, and to adjourn other case-related conferences and deadlines.

Background

As set out in my previous letter dated May 31, 2017 [ECF 67], Lockheed Martin and non-parties Virgin Islands Alumina Company (“Vialco”), Century Aluminum Company, Inc. (“Century”), ALCOA World Alumina, L.L.C. (“ALCOA”), St. Croix Alumina, L.L.C. (“SCA”), HOVENSA, L.L.C. (“HOVENSA”) and Hess Oil Virgin Islands Corp. (“HOVIC”) (collectively “Responsible Parties”) entered into an Order on Consent (“Consent Order”) with the United States Environmental Protection Agency (“EPA”) in 2001 to pay for the costs of investigation and remediation of one or more petroleum plumes discovered near the property line between the former alumina facility on the island of St. Croix and an adjacent oil refinery. The Responsible

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Parties also entered into a funding arrangement for costs under the Consent Order (the “Funding Arrangement”). Glencore is not a party to either the Consent Order or the Funding Arrangement.

For the past approximately 15 years, Vialco paid Lockheed Martin’s share of the costs under the Consent Order as set out in the Funding Arrangement. Recently, Vialco and Century effectively withdrew from the Funding Arrangement, including from what Lockheed Martin believes is an obligation to indemnify it for its potential liabilities for the petroleum cleanup.

On May 31, 2017, Lockheed Martin advised the Court of this development and sought adjournment of the remaining scheduling deadlines while the parties evaluated the effect of Vialco’s action on this case. The Court granted that request on June 1, 2017 [ECF 68]. The parties have since conferred, but have been unable to resolve whether Vialco’s action to discontinue payments under the Funding Arrangement gives rise to any claims by Lockheed Martin against Glencore. Therefore, Lockheed Martin intends to file a motion seeking leave to amend its complaint to address these developments.

Proposed Briefing Schedule

Counsel for Lockheed Martin and Glencore have agreed to, and jointly propose, the following briefing schedule for Lockheed Martin’s motion seeking leave to amend the complaint:

- Motion due: August 18, 2017
- Response due: September 20, 2017
- Reply due: October 4, 2017

If the Court approves this schedule, the parties respectfully request that the Court adjourn the conference scheduled for August 1, 2017. The parties will propose further scheduling deadlines after the motion to amend is decided.

We appreciate the Court’s consideration of this issue.

Respectfully,



Paula J. Schauwecker

cc: All Counsel of Record (via ECF)